

Exhibit “A”

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IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT COUNTY, STATE OF UTAH

NICHOLAS REYNOLDS, an individual, Plaintiff, vs. PROGRESSIVE INSURANCE COMPANY, a corporation, and JOHN DOES 1-5, Defendants.	COMPLAINT AND JURY DEMAND (Tier Three) Case No. Judge
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Wherefore, Plaintiff Nicholas Reynolds, by and through his counsel, Gabriel K. White and Geena Arata of the law firm of White & Garner, hereby complains and alleges against Defendants as follows:

PARTIES AND JURISDICTION

1. Progressive Insurance Company ("Progressive") is a corporation operating a business selling automobile insurance in Salt Lake County, Utah. Progressive covered Mr. Reynolds as a third-party beneficiary for personal injury protection benefits.
2. Plaintiff Nicholas Reynolds is an individual with his personal residence in Weber County, Utah.
3. Plaintiff Nicholas Reynolds was injured in a car accident in Weber County, Utah.

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SERVED DATE 3/9 RELATION TIME 12:55
NO. 100
WASATCH ATTORNEY SERVICES #P100877
124 W. 1400 S., #207, SLC, UT 84115 800-970-8220

IN THE THIRD DISTRICT COURT

IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

NICHOLAS REYNOLDS,
Plaintiffs,

v.

PROGRESSIVE INSURANCE COMPANY,
Defendants.

SUMMONS

(21 DAYS)

Case No. 210901085

Honorable Todd M. Shaughnessy

FROM THE STATE OF UTAH TO PROGRESSIVE INSURANCE COMPANY:

YOU ARE HEREBY SUMMONED and required to file a written answer to the attached complaint with the clerk of the above court, located at 450 South State Street, Salt Lake City, Utah 84111, within 21 days of service of this summons upon you. You are also required to serve upon or mail a copy of your answer to the attached complaint to the attorney for plaintiff at the address indicated above within that same 21-day period after service of this summons and complaint upon you.

IF YOU FAIL TO DO SO, judgement by default will be taken against you for the relief demanded in the Complaint, which has been filed with clerk of the above court and a copy of which is attached and herewith served upon you.

Dated this 4th day of March, 2021.

WHITE & GARNER

/s/ Geena Arata

Geena Arata

Attorneys for Plaintiffs

Serve Defendant at:

Progressive Casualty Insurance Company
488 East 6400 South Suite 350
Salt Lake City, Utah 84107

4. John Does 1-5 are unknown entities and other individuals working at or with the Defendant in their attempt to deny Plaintiff his benefits. The names of these individuals and/or entities will be substituted into this complaint by amendment as they become known.

5. Venue is proper in this court pursuant to Utah Code Ann. § 78B-3-304 (2).

6. This court has jurisdiction pursuant to Utah Code Ann. § 78A-5-102.

BREACH OF CONTRACT
(Failure to pay overdue PIP benefits)

7. Plaintiff incorporates by reference all allegations of this complaint as though fully restated herein.

8. Progressive entered into a contract with Teresa Rohr that provided personal injury protection benefits to herself and third-party beneficiaries.

9. Plaintiff, as a passenger, is a third-party beneficiary under the Progressive contract.

10. Plaintiff has incurred in excess of \$3,000.00 in medical expenses resulting from an automobile accident on or about November 6th, 2020.

11. Defendants received reasonable proof of the fact and amount of Plaintiff's medical expenses on or about November 24th, 2020.

12. Defendants have failed and refused to pay personal injury protection benefits.

13. Pursuant to Utah Code Ann. § 31A-22-309(5)(b), Defendants are now overdue on paying Mr. Reynolds's personal injury protection benefits.

14. Defendants are now liable for the overdue benefits, expenses, interest at a rate per 1-1/2% per month past the due date, and reasonable attorney's fees.

BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING
(Failure to pay overdue PIP benefits)

15. Plaintiff incorporates by reference all allegations of this complaint as though fully restated herein.

16. Progressive entered into a contract with Teresa Rohr that contained an implied covenant of good faith and fair dealing.

17. Plaintiff, as a passenger, is a third-party beneficiary under the Progressive contract.

18. Such a covenant is inherently a part of every contract in Utah.

19. That covenant required Progressive to treat Plaintiff fairly, so as not to deny him the benefits of the bargain he made with Progressive.

20. One of the key benefits that Plaintiff bargained for was \$3,000.00 in personal injury protection benefits.

21. Progressive has an ongoing duty not to breach the covenant of good faith and fair dealing, and not to take actions that deny Plaintiff the benefits of the contract.

22. Progressive has breached its covenant of good faith and fair dealing by failing to pay Plaintiff's personal injury protection.

23. Progressive has failed to properly investigate Plaintiff's claim.

24. Upon information and belief, Progressive's adherence to its own policies and procedures in adjusting and managing Plaintiff's claim has denied him of the benefits of his contract for personal injury protection.

25. Progressive's action in this matter constitutes a breach of the implied covenant of good faith and fair dealing inherent in every contract in Utah, including Plaintiff's contract with Progressive.

26. As a result of Progressive's breach of the covenant of good faith and fair

dealing, Progressive has caused damages to the Plaintiff including but not limited to medical expenses and general damages in an amount to be proven at trial.

27. Additionally, Progressive's failure to properly and completely investigate this matter has resulted in Progressive's violation of the obligation to promptly pay personal injury protection benefits.

JURY DEMAND

Plaintiff does hereby demand a trial by jury for all claims which are entitled to be tried to a jury pursuant to Utah law.

PRAYER FOR RELIEF

WHEREFORE, pursuant to the allegations above, Mr. Reynolds respectfully asks this Court for relief as follows:

1. Based on the cause of action for Breach of Contract stated above, that the court enter a judgment for monetary damages against Defendants and in favor of Mr. Reynolds in an amount to be determined at trial, but not less than \$300,000.00, including, but not limited to:

- a. For other general, special, or consequential damages in an amount to be proven at trial;
- b. For pre-and post-judgment interest at a rate per 1-1/2% per month past the due date;
- c. For an award of attorney fees and costs;
- d. For all other relief the court finds just and proper.

2. Based on the cause of action for Breach of the Covenant of Good Faith and Fair Dealing stated above, that the court enter a judgment for monetary damages against Defendants and in

favor of Mr. Reynolds in an amount to be determined at trial, but not less than \$300,000.00, including, but not limited to:

- a. For other general, special or consequential damages in an amount to be proven at trial;
- b. For pre-and post-judgment interest at a rate per 1-1/2% per month past the due date;
- c. For an award of attorney fees and costs;
- d. For all other relief the court finds just and proper.

Dated this 24th day of February, 2021.

WHITE & GARNER

/s/ Geena Arata
Gabriel K. White
Geena Arata
Attorneys for Plaintiff

Plaintiff's Address:
370 East South Temple, Suite 200
Salt Lake City, Utah 84111